

**EXECUTION COPY**

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**PATENT ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS GUARDIAN CORP.**

**Dated as of January 30, 2001**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

### RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).

ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Oriel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: Daniel P. McCurdy  
Daniel P. McCurdy  
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By: Fred M. Romano  
Fred M. Romano  
President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )  
: ss:  
COUNTY OF SOMERSET )

I CERTIFY that on October 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

- a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
- b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name **TAMORA ANNE HANNA**  
 Notary Public Notary Public of New Jersey  
 My Commission Expires registered in Hunterdon County  
 [Notarial Seal] My Commission Expires March 25, 2002

STATE OF FLORIDA )  
: ss:  
COUNTY OF ORANGE )

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:

- a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and
- b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name **MARY V CARTER**  
 Notary Public  
 My Commission Expires:  
 [Notarial Seal]



## Transferred Patents

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Ubowski 13	12/4/1998			09/204568
Ubowski 14	2/18/1999			09/253064
Ubowski 17	4/8/1999			09/288584
Ubowski 19-14	9/20/1999			09/399147
Ubowski 25	7/25/2000		09/824597	
Umberger 4	8/22/2000		09/843253	
Urbansky 16	4/3/1998	6/13/2000	6075387	
Vallancourt 11	5/8/1998		09/074887	
Vallancourt 12	6/17/1998	7/25/2000	09/098971	6094098
Vallancourt 7	9/12/1997		09/928773	
Van Bakhorst 2-4-10-5-6-8-3	9/27/1993		08/127268	
van der Plas 1	5/7/1997		08/852715	
Van Dover 29	6/4/1998	7/25/2000	09/090295	6093944
van Driest 5	12/31/1998		08/775838	
van Driest 7	10/7/1998			09/168148
van Nee 10	1/4/1999			09/224695
van Nee 11	4/8/1998		09/057310	
van Nee 12	4/22/1998		09/064188	
Vegter 1	7/15/1998		09/121610	
Velingker 2	6/19/1998		09/099778	
Vermeer 2	8/9/1997		09/809001	
Vermeer 4	8/9/1997		09/804127	
Veschi 13	5/3/1999			09/303443
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Vlaic-2	1/25/1988	10/31/1989	4878198	
Vlaic-3	7/27/1988	5/15/1990	4926384	
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VTC 101	11/3/1999			09/432951
VTC 102	11/3/1999			09/433177
VTC 103	12/29/1999			09/474175
VTC 104	8/24/1999			09/379415
VTC 105	12/31/1999			09/476016
VTC 108	12/30/1999			09/475909
VTC 88	8/2/1997		08/887098	
VTC 78	2/13/1988		09/023510	
VTC 79	4/8/1999			09/286830
VTC 80	4/2/1999			09/285397
VTC 81	4/2/1999			09/285475
VTC 82	4/2/1999			09/285398
VTC 83	4/8/1999	8/22/2000	6107888	09/286890
VTC 84	4/1/1999			09/283154
VTC 85	4/20/1999			09/295154
VTC 86	2/1/1999			09/241220
VTC 87	4/20/1999		09/286888	
VTC 89	2/3/1999			09/243047
VTC 90	9/14/1999		09/152869	
VTC 91	10/8/1999			09/168495
VTC 92	4/15/1999			09/252502
VTC 93	4/15/1999			09/292294
VTC 94	4/15/1999			09/292557
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VTC 96	7/23/1999	2/1/2000	6020685	09/360360
VTC 97	8/30/1999			09/385788
VTC 98	8/18/1999			09/375828
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